FXPRIMUS

CLIENT

AGREEMENT

1. INTRODUCTION

1.1 Primus Markets INTL Limited (the "FXPRIMUS" or "Company") is an International Investment Firm (the "IF") incorporated in the Republic of Vanuatu with Company Number 14595.

1.2 The Company is authorised and regulated by the Vanuatu Securities and Exchange Commission (the "VFSC"), with a Dealer in Securities Principal License (the "License") granted by the Minister of Finance and Economic Management of Vanuatu. The foundations of the services offered to Clients are based on the License of the Company.

1.3 The Company is trading under the FXPRIMUS trade name and through the domain names www.fxprimus.com

2. ACKNOWLEDGEMENTS

2.1 The Company shall not be contractually committed with any legal or/and natural person wishing to become Client of the Company until such time that the Company has confirmed to such person both that it has opened an Account on his behalf and that the Client has successfully initially funded such an Account.

2.2 These Business Terms (the "Agreement"), as amended from time to time and as they are published in the website of the Company, override any previous, current or future representation, expressed or implied, made or to be made by FXPRIMUS and/or any of its representatives, and shall be the only legally enforceable mean that defines the relationship between the Client and the Company.

2.3 The Client acknowledges that he has read, fully understood and accepted the contents of this Agreement together with the Privacy Policy and Risks Disclosure Statement and solely based on these contents he has willingly entered into a legally binding agreement with the Company. For all the information about the Company and its activities, including any other documentation referenced in this agreement, the Client should always refer to the legal documentation posted on the website of the Company.

2.4 The Client accepts and understands that it is the Client's full responsibility to monitor for updates of the applicable Agreement in force as published in the website of the Company from time to time. Any viewer or user of the Company's website, whether Client or not, accepts and understands that the continued viewing or use, of the website of the Company, or of any form of access through this website of information shown or of a service offered by the Company, constitutes knowledge and acceptance of the Agreement and all its contents.

2.5 The Client accepts and understands that the official language of the Company is the English language.

3. DEFINITIONS OF TERMS

3.1 The following terms shall have the following meanings:

"**Account**" shall mean the trading account opened by the Client with the Company.

"**Agreement**" between the Client and the Company, shall mean the Business Terms and any additional documents expressed to be part of the Business Terms accepted by the Client.

"**Authorised Person**" shall mean a person authorised by the Client to give instructions for execution on the

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Client's Account to the Company. Such authorization should be given by the client to the authorised person / entity by means of a Specific Power of Attorney (SPOA).

"**Individual Profile**": shall mean a profile for a single individual.

"**Corporate Profile**": shall mean a profile for a legal person such an organization, company, or institution.

"**Joint Profile**": shall mean a shared profile between the authorizing party and the authorised individual in their personal capacities only.

"**Base Currency**" shall mean the main currency of the Client's Account.

"**Business Day**" shall mean any banking day in the Republic of Vanuatu.

"**CFD**" shall mean a Financial Contract for Difference on spot Forex, stocks, equity indexes, precious metals, virtual currency, or any other commodities available for trading.

"**Client**" shall mean any natural or legal person to whom the Company provides investment and/or ancillary services.

"**Client Bank Account**" shall mean any bank account maintained by the Company, or other parties designated for this purpose by the Company, for the purpose of concentrating and holding the Client's Money. Clients' deposits and withdrawals should be only directed to/be processed from the Client Bank Account.

"**Client Money**" shall mean money that is paid into the Company, or into other parties designated for this purpose by the Company, and that is derived from calculations based on relevant activity and status. Client Money is held in a fiduciary capacity by the Company on behalf of the Client. As per the aforesaid, it is calculated, based on relevant activity and status, as money deposited by the Client in the Account, plus or minus any unrealized or realised profit or loss, plus or minus any amount that is payable by the Company to the Client and vice versa, and minus any amount committed/owed/lost to other third parties in the process of the Company's offering of services to the client.

"**Contract**" shall mean a trade, purchase or sale of currencies or Financial Instruments in the market.

"**Dormant**" shall mean a trader's Account which had no Client-initiated activity for the past 180 days.

"**Equity**" shall mean the value of Financial Instruments in the trading Account plus the unrealized profits or minus the unrealized losses.

"**Financial Instrument**" shall mean any derivative contract dealing in an underlying asset, including Foreign Exchange and Contract for Difference.

"**FX**" or "**Forex**" shall mean non-physically-deliverable Foreign Exchange, sale and purchase of currencies against each other.

"**Inactive Account**" shall mean a trader's Account which had Client-Initiated activity and subsequently remained inactive for a period of 90 days.

"**Introducing Broker**" or "**Business Introducer**" shall mean any financial institution or advisor or legal or natural person obtaining remuneration from the Company and/or Clients for introducing Clients/interested parties to the Company.

"**Money Manager**" shall mean any financial institution or advisor or legal or natural person obtaining remuneration from the Company and/or Clients for transmitting Client's orders to the Company for execution and/or acting otherwise on behalf of the Client in the business relationship with the Company.

"**Leverage**" shall mean the ratio in respect of Transaction size and initial Margin. 1:500 ratio means that in order to open a position, the initial Margin is five (5) hundred times less than the Transactions size.

"**Margin**" shall mean the necessary guaranteed funds requested to open a position. This is calculated as follows:

1.   **MT4: Lots traded * Contract size / Leverage**

The result is denominated in United States Dollars.

> Example: 1 Lot EURUSD at leverage 1:200, required margin is: 100,000 x 1/200 = 500USD

2.   **MT5, CTrader: Lots traded * Contract size / Leverage**

Depending on the client's account currency, this will be converted to the account's currency. For the below example, if the client's account currency is in USD, then the required margin is 500 * the rate of EURUSD (1,700) = 585

> Example: 1 Lot EURUSD at leverage 1:200, required margin is: 100,000 x 1/200 = 500EUR

"**Margin Call**" shall mean the forced closing, at current prices, by the Company of Client's open positions when Equity falls below the minimum required Margin.

"**Net Open Position**" or "**NOP**" shall mean the difference between the total open volume of longs and total open volume of shorts of an instrument on a single trading account.

"**Power of Attorney**" shall mean the power to authorise a third party to act on behalf of the Client in all the business relationships with the Company.

"**Spread**" shall mean the difference between the bid and the ask price of a Financial Instrument at the same moment.

"**Stop Out**" shall mean the situation when the Company execute the right to close all Client's open positions at current market price or the last available price and your equity divided by balance falls below the stop out level specified for your account type.

"**Trading Platform**" refers to the Company's online trading system, including all its IT systems, computer devices, software, databases, telecommunication hardware, the Company's website, and related technical tools. The Trading Platform encompasses the Company's IT infrastructure, including but not limited to the Trading Terminal, the Client Members area, and the Company's website, to provide services to the Client per this Agreement.

"**Trading Terminal**" shall mean the Client part of the Trading Platform, enabling the Client to communicate with the Company and/or Transmit orders to the Company. Examples include MT4 (MetaTrader 4), MT5 (MetaTrader 5), and cTrader.

"**Transaction**" shall mean any type of transactions performed in the Client's Account, including but not limited to the purchase and sales, involving Financial Instruments, deposits and withdrawals.

4.   PROVISION OF SERVICES

4.1   The Company is authorised by VFSC to provide investment services as a Principal Dealer in Securities. The Client confirms he understands and accepts that, when the Company is arranging to offer or perform any of its services to a Client, may critically depend on doing so on other third parties involved in the relevant operation/dealings.

4.2   The Client confirms that, he understands and accepts all the risks resulting from the latter operation/ dealings with third parties, including but not limited to the risk of default of any such third party and any possible such consequences to the Client, Client Money, Client Personal Data or any other form of Client interests whatsoever.

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4.3 The Client confirms that, the Company is not responsible in any way whatsoever of any default of any such third party and of any resulting consequences (including loss) of such default on the Client, Client Money, Client Personal Data or any other form of Client interests whatsoever.

4.4 By agreeing to this present Agreement, the Client irrevocably accepts all risks of any default of any such third party and of any resulting consequences, as per the aforesaid.

4.5 You acknowledge that our services do not include the provision of Investment Advice. Any discussions that might be carried on between the Client and the Company's employees or any information provided by the Company will not give rise to any advisory relationship, nor do they constitute Company's recommendations to Clients.

4.6 Furthermore, any investment information or materials displayed on the website of the Company does not constitute investment advice and has no regard to specific investment objectives, financial situations or particular needs of the Client. The Client understands and acknowledges that this information is addressed to the general public or broad group(s) of recipients, and is a product derived from third party information for the Client to read and use at her sole discretion. Therefore, the Client confirms and accepts that, the Company does not bear any responsibility for any Transactions carried out by the Client.

4.7 The Client understands and accepts that, he is solely responsible for any investment strategy, transaction or investment the Client enters into, and for any activities and/or outcomes occurring as a result of an authorized, by the Client, third party acting on behalf of the Client in any business relationship with the Company.

4.8 The Company may choose at its discretion to obtain information about your knowledge and experience in the investment field. We shall assume that information about your knowledge and experience is accurate and shall bear no responsibility of any relevant outcome if such information is inaccurate or there were changes without informing us.

4.9 The Company may offer the Client a free or paid subscription for receiving trading signals and/or copy trading services from various vendors, in which case the Client's contact details shall be automatically forwarded to these vendors unless otherwise instructed by the Client. Vendors shall only be forwarded the Client's telephone number for receiving trading alerts by phone and/or automatic signals or copy trades on the trading platform shall be enabled, therefore any signals received cannot constitute personal recommendations. Signals issued by the vendors shall be deemed to be market research only; not taking into account the suitability for each individual Client. By accepting to receive the vendors' services, the Client agrees and consents to the terms and conditions of the vendor as can be found on their respective website. It is understood and accepted that the Company shall bear absolutely no responsibility regardless of the circumstances for any such vendors' failings thereof and/or any losses that took place or might take place in the future as a result of using the mentioned services. By continuing to receive the services of these vendors you continue to agree to their terms and conditions. In case a Client wants to opt-out of these services the Company has to be informed in writing.

4.10 The Client must understand that the material of the above-mentioned trading signals such as, but not limited to, SMS, email, messaging applications etc. does not contain a record of our trading prices, or an offer of, or solicitation for, a transaction in any financial instruments. The Company accepts no responsibility for any use that may be made of these comments and for any consequences resulting in it. No representation or warranty is given as to the accuracy or completeness of this information. Consequently, any person acting on it does so entirely at their own risk. The analysis does not involve any specific investment objectives, financial situation and needs of any specific person who may receive it. Trading signals have not been prepared in accordance with legal requirements designed to promote the independence of research, and as such they

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are considered to be marketing communication. Although we are not specifically constrained from dealing ahead of the publication of our research, we do not seek to take advantage of it before we provide it to our clients. We aim to establish, maintain and operate effective organisational and administrative arrangements with a view to taking all reasonable steps to prevent conflicts of interest from constituting or giving rise to a material risk of damage to the interests of our clients. We operate a policy of independence, which requires our employees to act in our clients' best interests and to disregard any conflicts of interest in

providing our services.

4.11   The Company may, from time to time in its absolute discretion, withdraw the whole or any part of its services on a temporary or permanent basis.

5.   LEVERAGE

5.1   Leverage obtainable in CFDs trading means that a small deposit or down payment can lead to large losses as well as gains. It also means that a relatively small movement in the markets can result to a proportionately larger movement in the value of your investment and this can work against you as well as for you. CFD Transactions have an inherent risk and you should be aware of what the implications of this are.

5.2   Leverage restrictions may apply on certain products or jurisdictions as it is imposed by the relevant industry practices or regulatory requirements accordingly. In addition, it should be noted that the Company will continuously monitor the Leverage applied to Clients' positions and reserves the right to amend the Account's Leverage depending on the Clients' trade volume and trading patterns.

5.3   The Client thus accepts, acknowledges and understands that the automatic reduction of Leverage in her Account could result in the Account Equity falling below the updated Margin requirements, which could result in a Margin Call or Stop Out. The Client is therefore strongly advised to maintain appropriate amount of Margin in his Account(s) at all times in the event of an automatic reduction of the Account's Leverage.

5.4   The Company may also add to or change its Leverage Limitations at any time without prior notice to be given to Clients.

5.5   The Company reserves its right to limit the leverage size offered and/or increase Margin requirements before macroeconomic events and/or news that could significantly impact financial instrument prices.

6.   MARGIN TRADING

6.1 CFDs are margin products and the transactions related to them will be done on Margin. This means that the Client must supply a specified initial Margin, on agreement, of the overall Contract value.

6.2 If the Account Equity falls below the Margin requirement, the Trading Terminal will trigger an order to close all open positions. When positions have been over-leveraged or trading losses are incurred to the point that insufficient Equity exists to maintain the current open positions, a Margin Call will result, and open positions will need to be liquidated.

6.3 The Margin Call process is entirely electronic and there is no discretion applied from the Company as to the order in which open trades will be closed.

6.4 It is strongly advised that Clients maintain the appropriate amount of Margin in their Accounts at all times. Margin requirements may vary based on Account size, simultaneous open positions, trading style, trading terminal, market conditions and the discretion of the Company.

6.5   The Company may / might / shall / will adjust Margin requirements when reasonably deems it necessary

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or market desirable. This may occur in response to, or in anticipation of, the following factors:

i. Changes in the market related to your margined transactions or in the broader financial markets;
ii. Upcoming economic or marker news that may negatively impact any margined positions;
iii. A change in the Clients trading pattern with the Company or an Affiliate necessary for managing risks associated with the clients' transactions, determined as at the Company's discretion;
iv. The Client's exposure to the Company or an Affiliate becoming concentrated in a specific currency pair or underlying instrument.
v. All of the above are not excusive and not limited to the prescribed factors as the company may at any given time proceed at its own discretion by implementing corrective measures as such.

6.6 It is the Company's absolute discretion at any given moment, whether to raise the Stop Out level or change the Margin Requirement of a Trading Account, without prior notice and may forcibly close any Client's open positions or Stop Out their positions of any Client or stop out the whole trading account.

6.7 The Client thus accepts, acknowledges and understands that:

i. The Company does not check whether the Transactions of this nature are appropriate to his financial situation;
ii. Before deciding to trade on Margin he should carefully consider his investment objectives, level of experience and risk appetite;
iii. The Company sets freely the amount of Margin, the assets that may be used as collateral and
iv. the extent of any collateral such assets may provide;
v. All the Client's assets are therefore blocked and pledged in this connection;
vi. The Company may also change its rates of initial Margin and/or notional trading requirements at any time without prior notice, which may result in a change to the Margin the Client is required to maintain;
vii. Taking into consideration the low Margin normally demanded for these Transactions, price variations in the underlying asset may result in major losses, which could significantly exceed the investment and Margin deposit committed by the Client;
viii. The Client may be required to provide a Margin at very short notice to avoid the risk of having his positions closed and realizing a total loss;
ix. If the Client fails to comply with a request for additional funds within the time prescribed, the position(s) may be liquidated at a loss and the Client will be liable for any resulting decision;
x. In certain cases, price changes may be so drastic that the Client's positions may be closed without any period allowed for him to restore his Margin;
xi. The Company provides the Client with online access to enable the Client to monitor his Margin requirement at all times;
xii. FXPRIMUS is not responsible to notify the Client when there is a Margin Call on his Account;
xiii. The Margin Calls are made by the Company directly through the online Trading Platform only and the Client has the possibility to see on his Account the existing assets and Margins.
xiv. During the time period from 23:50 to 01:00 server time, increased spreads and decreased liquidity can take place due to daily bank rollover. The above time may differ for certain instruments. In case of inadequate liquidity/spreads during bank rollover, widened spreads and excessive slippage may occur. Also, fully hedged accounts might also experience stop-outs due to an increase in spreads, which leads equity to go below zero and, hence, trigger a stop-out.
xv. Trading will cease between 23:58 and 00:05 server time, in order to avoid huge spikes in spreads and/or stop out.

7 RISK WARNING

7.7 The Client unreservedly accepts, acknowledges and understands that CFDs trading:

i. is highly speculative;

ii. carry a high level of financial risk, as they are subject to excessive price fluctuations which may cause substantial losses;

iii. the losses may include all of the Client's investment and also any additional commissions and other expenses;

iv. is only suitable for persons who are able to cope with the associated risks by bearing the financial losses; and

v. the Company does not guarantee the capital of the Client's Account or its value at any time or any money invested in any Financial Instrument.

vi. Trading CFDs is subject to a contingent liability, so the Client should be aware of its implications, particularly the Margin Requirement.

vii. Trading on an electronic Trading Terminal carries significant risk.

7.8 When trading in CFDs, the Client is trading on the outcome of the price of an Underlying Asset and that trading does not occur on a regulated market but over-the-counter (OTC). The Client accepts that the Company is the only execution venue, which is a non-regulated market.

7.9 A high degree of risk is involved in trading CFDs. As a result of the gearing or leverage that CFDs often offer, a small down payment or deposit can result in large losses as well as gains. Even a small movement can lead to a larger change in the value of the Client's investment, and this can work against him as well as for him.

7.10 Since virtual currencies are traded on various exchanges worldwide (non-centralized), and since we derive our pricing from certain exchanges, our pricing might be significantly different than prices from other exchanges. You should understand the above, and maintain your account balance accordingly, knowing that our prices can be different from prices observed elsewhere.

7.11 The Company shall not be responsible for any loss arising from any investment based on any recommendation, forecast or other information provided. Any opinions, news, research, analyses, prices, or other information contained on this Website are provided as general market commentary, and do not constitute investment advice. The Company will not accept liability for any loss or damage, including without limitation to, any loss or profit, which may arise directly or indirectly from use of or reliance on such information.

7.12 The contents of any report provided should not be construed as an expressed or implied promise, as a guarantee or implication that Clients will profit from the strategies herein, or as a guarantee that losses in connection therewith can, or will be limited.

8 CLIENT'S ACCOUNT / KYC

8.7 The Client shall open an Account with the Company to be able to trade in CFDs offered by the Company.

8.8 The Client does not intend to use her Account for payment of transactions to third parties.

8.9 The Client understands that no physical delivery of a CFD's underlying asset that he has traded through his Account shall occur. All CFD contracts can only be settled in cash. The prices of these instruments are derived from the underlying assets or currency pairs related to these CFDs, but in no way you are acquiring any right for delivery of the underlying asset/currency. Moreover, engaging in trading CFDs with underlying

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assets is a virtual currency pair, and due to high volatile nature of these pairs, you might be exposed to higher risks than trading the assets themselves or trading other CFDs with other underlying assets.

8.10 In order to open an Account, a Client needs to fill out the FXPRIMUS online application form, which can be found on the Company's website. At the end of this form, the following documents must be uploaded:

8.10.1 Identification document (Passport, ID card, or driving license). For an identification document to be considered valid needs to CLEARLY INDICATE photograph, signature, personal details, issue and expiry dates, place and date of issue, and serial number; and

8.10.2 Proof of address (utility bill, Bank Statement, Credit Card Statement, current local authority tax bill, tax return submission confirmation, etc.). For a proof of address to be considered valid, it needs to be dated within the last 6 months.

8.11 If the Client is unable to upload these documents, the documents can be sent via email following the submission of the online application form. In the event that the Client cannot send the necessary documents by email, the Company will accept them by fax or post, however, email still remains the preferred method. In certain circumstances the Company can accept a deposit in a total amount of 10.000 USD/EUR/GBP/SGD or 30.000 PLN while the Account is still pending. The Client has 21 calendar days to provide the required documents (referred in paragraph 8.4). The Client will not be able to enter into any transaction of trading nature, and his trading account(s) will be placed in a read-only mode until his KYC documentation is provided to the Company and his trading account is approved.

8.12 FXPRIMUS offers its Clients "negative balance protection". This means that traders cannot lose more than the overall size of their investment. In this respect, the Company will bear the costs associated with settling the negative Account balances to NIL.

8.13 If the Client has opened more than one Account, the Company shall be authorised to consider and

treat these different Accounts as a single unit. Among other rights that the Company has in the way of handling these Accounts, is the transferring of funds between Accounts to cover possible negative balances, of any of these Accounts, without this affecting in any way the right of the Company to terminate the Account or close all Client's open positions.

8.14 Any funds received in a currency for which the Client does not hold a sub-Account shall be converted by the Company into the Client's Account Base Currency. The conversion will be made at the exchange rate prevailing on the day and at the time when the relevant funds are at the disposal of the company's back-office department. Upon request, the Client may open a sub-Account in any other of the Base Currencies offered by the Company.

8.15 The Company permits each Client to open up to five (5) Accounts, to accommodate the Client's needs for the below possible scenarios:

8.15.1 segregate different trading strategies;

8.15.2 use/benefit from different Account types offered by the Company; and

8.15.3 maintain Accounts in different Base Currencies.

8.16 Should a Client wish to have more than five (5) Accounts with the Company, it is at the Company's discretion to allow for this, provided a valid and clear reason as to why more Accounts are needed is provided

by the Client.

8.17 The Client confirms that, he understands and accepts that, the Company, when arranging to offer or perform any of its services to a Client, may critically depend in doing so on other third parties involved in the relevant operation/dealings.

8.18 The Client accepts and irrevocably permits the Company to share any Client's Personal Data given to the Company (i.e., KYC / Know Your Client information, etc.) with other third parties involved in the relevant operation/dealings, as aforementioned, when and as deemed required by the Company and at the Company's full discretion. Further details of how we process personal data are specified in our Privacy Policy available on our website.

8.19 In accordance with the regulatory requirements of the Anti-Money Laundering and Counter-Terrorism Financing Act No. 13 of 2014, the Company requires the client to provide full and updated information about his/her Source of Funds/ Source of Wealth along with supporting documentation that will identify source of funds deposited with the Company (it can be in a form of a tax declaration, employment agreement, proof of sales of valuable goods, investments, inheritance or any other form of document that can justify the source of the deposited funds). Failure to provide the requested documentation will result in limiting access to the account.

8.20 Clients may deposit funds and engage in trading activities without completing the Know Your Customer (KYC) verification process, up to a cumulative deposit limit of USD 2,000. This limit applies only to deposits, allowing clients to trade freely. However, should a client wish to withdraw funds at any point, the full KYC verification process will be required and enforced. Once the USD 2,000 deposit limit is reached, the client must complete the full KYC process to continue trading, making additional deposits, or initiating withdrawals. The Company reserves the right to temporarily suspend or restrict account activities if this limit is exceeded without proper KYC verification. Clients must submit necessary documentation, such as proof of identity and proof of address, to complete the KYC process. Additionally, the Company may modify or discontinue the option to trade without KYC at any time to meet evolving legal and regulatory requirements. Furthermore, It is the client's responsibility to ensure their account is fully verified in a timely manner to maintain sufficient margin levels. The client assumes all risks and potential losses associated with the automatic closure of positions due to insufficient funds or margin levels, as a consequence of failure to verify their account. FXPRIMUS shall not be held liable for any losses or inconvenience resulting from the client's failure to complete the KYC process or from margin calls on their account. By proceeding with this deposit option, the client agrees to these terms and acknowledges that responsibility for account management and verification rest solely with the client.

9 CLIENT'S CONSENTS

9.7 The Client confirms that is familiar with the way financial markets work and with the Transactions he wishes to undertake. Any decision to buy or sell should be taken by the Client alone and should be based on his own assessment of his financial situation and his investment objectives.

9.8 The Client is responsible to familiarize himself with the Trading Terminal, its features and the orders that are capable of being carried out. The Client will himself monitor his positions on his Account and he is solely responsible for the current specifications in force relevant to his Account, including but not limited to leverage, margin, base currency, etc. In the case of CFDs with underlying assets virtual currencies, due to leverage and volatility, your positions and account status can change rapidly. It is your responsibility that at all times you monitor your account, margin level and profit/loss, and act as needed to protect your equity.

9.9 The Client agrees and understands the following:

   i. The Client will not receive delivery of the Underlying Asset associated with the CFD, nor will they gain

ownership or any other interest in it;

ii. No interest will be paid on the funds that the Company holds in the Client's Account;

iii. When trading in CFDs, the Client is speculating on the price movements of an Underlying Asset. This trading takes place over-the-counter (OTC) rather than on a regulated market.

10 INTEREST

10.7 The funds credited to the Client's Account with the Company shall not bear interest.

10.8 By accepting this Agreement, the Client gives his expressed consent and waives any of his rights to receive any interest that might be earned on his funds held in the bank accounts of the Company or of any other parties designated for this purpose by the Company.

11 FEES, COSTS AND CHARGES

11.7 The Client undertakes to pay the Company the commissions and fees stated on the website of the Company under the Trading Conditions. The commissions and fees might be different for the Client introduced by an Introducing Broker.

11.8 The Company is entitled to debit the Client's Account with any value added tax, or any other tax, contribution or charge which may be payable as a result of any Transaction which concerns the Client. These charges include, but are not limited to, settlement and exchange fees, regulatory levies or legal fees.

11.9 The Company is not responsible for paying Client's tax obligations in relation to possible income tax or similar taxes imposed on him by his jurisdiction on profits and/or for trading in Financial Instruments.

11.10 The Company is also entitled to debit the Client's Account for extraordinary expenses resulting from the Agreement between the Client and the Company. Examples of extraordinary expenses, include but is not limited to Transaction confirmations, Account statements in hardcopy in situations where the information provided electronically is not sufficient, courier and postal charges, dispatch of reminders in the case of nonexecution by the Client, charges in relation to requests from the authorities. These charges might be in the form of fixed amounts or in the form of hourly rates or a combination of both.

11.11 Fees might also be applicable for the withdrawals and the online card payment as stipulated on the respective pages of the Company's website.

11.12 The Company may change its commissions, spreads and financing fees from time to time without providing prior notice to the Client. In addition, in cases that we suspect that our deposit and withdrawal fees policy is abused (in a way in which the funding of the account is not intended for trading purposes or the client is trading below the trading norm which is periodically determined by the Company) by Clients, we have the right at our discretion, to claim retrospectively any fees not passed to the Client as of the time.

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12 DORMANT, INACTIVE AND ARCHIVING POLICY

12.7 The Company will be charging a quarterly dormancy Account administrative fee for all the Dormant Accounts listed in its systems. This fee will be effective at the end of the month in which a specific Account qualifies as Dormant. The fee will be equal to the lesser of USD30 (or the equivalent of USD30 for Accounts denominated in currencies other than the USD) and the remaining balance in the Clients' Account.

12.8 Accounts that remain Dormant for a period of more than six months will be closed down and their balance will be concentrated on a separate temporary control account. The Company reserves the right to unilaterally amend at its discretion the dormancy Account administrative fee for closed Accounts. To reactivate such Accounts, please contact our Back-Office directly at support@fxprimus.com

12.9 All remaining bonuses and promotion credits will be automatically removed from Dormant Accounts.

12.10 Dormant Accounts with zero balance will be archived after a period of 90 days.

12.11 The Company will be charging an initial fee of USD30 (see table below for other currencies) at the end of a 3-month period, in which a specific Account qualifies as Inactive. On every subsequent month that the account remains inactive, there will be a fee of USD10 (see table below for other currencies).

Currency	Initial Fee	Subsequent Months Fee
USD	30	10
EUR	30	10
GBP	30	10
SGD	30	10
ZAR	450	150
PLN	120	40
HUF	9000	3000

12.12 Accounts that remain inactive for a period of more than 6 months will be closed down and their balance will be concentrated on a separate temporary control account. The Company reserves the right to unilaterally amend at its discretion the Inactive Account administrative fee for closed Accounts. To reactivate such an Account please contact our Back Office directly at support@fxprimus.com

12.13 All remaining bonuses and promotion credits will automatically be removed from Inactive Accounts

12.14 Inactive Accounts with zero balance will be archived after a period of 180 days.

12.15 If there are no trades, non-trading operations (including agent operations), or if the Client account(s) remain inactive for a period of time determined solely by the Company, the Company may impose partial or full restrictions on the Client's Personal Area and/or Client Account(s). Additionally, the Company may terminate this Agreement immediately without prior notice. Where applicable, the Client will need to provide the requested documentation and information to regain full access to their Personal Area and/or Trading Accounts. For clarity, these limitations or restrictions will not affect the Client's ability to withdraw funds.

12.16 When an inactive account on the Company's Trading Terminal has been inactive for 90 (ninety) calendar days, pending orders may be automatically cancelled.

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13 INTRODUCTION OF CLIENTS FROM INTRODUCING BROKER

13.7 The Client may have been recommended to the Company by an Introducing Broker.

13.8 The Company shall not be liable for any type of agreement that may exist between the Client and the Introducing Broker or for any additional costs that might result as an outcome of this agreement.

13.9 Based on a separate agreement between the Company and the Introducing Broker, the Company may pay a fee or retrocession to the Introducing Broker as defined in Section 15, "Inducements (payments to/ from third parties)" of this Agreement.

13.10 The Client acknowledges the fact that the Introducing Broker is not a representative of the Company, nor is he authorised to provide any guarantees or any promises with respect to the Company or its services. Any acts, claims and representations made by the Introducing Broker, do not in any way bind the Company.

13.11 The Company is not responsible for and will not be held liable for any guidance, suggestions, or information regarding financial, trading, or other activities provided by the Introducer to the Client. The Client understands that any communications from the Introducer may not align with the Company's positions, ethical standards, or culture, and these communications have not been approved by the Company; thus, the Company does not take any responsibility in any way whatsoever for such unauthorized actions by the Introducer.

13.12 The Company will not help resolve any disputes or disagreements between Clients and Introducers. All interactions happen independently of the Company's internal environment, thus the company does and will not intent to interfere in such disputes.

14 COPY TRADING

SECTION A (COPY TRADING TERMS)

14.1 The Company offers copy trading services to its clients. It is though understood by the client that these services are offered through and via the Trading Platform, are facilitated by external third-party providers and not by FX Primus

14.2 The Company enables you to access copy trading Services through its Trading Platform. By using this feature, you can subscribe and replicate the trading strategies and portfolios of other traders as displayed on the copy trading platform.

14.3 Copy trading allows you to mirror the trades executed by other clients. By activating the subscription of a strategy provider, you authorize the copy Trading Platform to automatically replicate these trades in your account without the need for prior consultation, consent, or approval.

14.4 Before using the copy trading feature, clients should carefully consider all relevant aspects and factors, including but not limited to, the risks associated with the copied account and its investment strategies.

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The Safest Place To Trade

14.5 Prior to engaging in copy trading, it is the client's responsibility to assess whether this service is suitable for their investment objectives and risk tolerance.

14.6 The Company does not offer investment advice, nor does it provide personalized recommendations or evaluations regarding the merits of any investments, including those made through copy trading or other services.

14.7 The Company assumes no liability or responsibility for any technical issues that may arise during the copy trading process, including but not limited to any profits or losses incurred through the use of this service.

14.8 Clients are solely responsible for conducting their own due diligence before engaging in copy trading and acknowledge that any resulting losses are their sole responsibility.

14.9 Clients remain fully accountable for their own trading decisions, including the choice of which traders to activate a subscription, and the company will not be held responsible for any losses that may result from such decisions.

14.10 Clients must actively monitor and manage their own trades and/or copied trades while utilizing the copy trading services. The Company will not be liable for any losses that may arise from the client's decisions, actions, or inactions.

14.11 When opting to copy a trader, strategy, or portfolio, clients understand that copy trading involves high risk and that they may incur significant losses exceeding the funds allocated to copy trades.

14.12 Clients should be aware of the risks associated with copy trading, including automated trading execution. This means trades may be opened and closed in the client's account without manual intervention unless the client manages and closes copy trades independently.

14.13 The Company advises clients to be cautious when selecting traders to copy, as copy Trading is speculative and losses may occur. Clients who modify or close copied orders manually may experience different results from the original trader. Additionally, trades copied at different times will reflect current market prices, which may differ from the original trade's price. Factors such as account balance, trade size, settings, spread differences, interest, leverage and fees can all affect outcomes, leading to potential variances in performance.

14.14 The Company cannot guarantee the performance of any particular investment, account, portfolio, or strategy.

14.15 The Company does not guarantee that clients will achieve profits or losses similar to those shown by traders they are copying.

14.16 The Company is not liable for any damages, losses, costs, claims, or expenses (including loss of profits or indirect or consequential losses) that may arise due to errors in pricing or the copy trading process.

14.17 Clients acknowledge and agree that the copy trading functionality applies to the "Close by" or "Partial Close" features of trades or positions. Clients are fully responsible for monitoring and managing their own trades and/or copied trades while using the Company's services. Followers are solely responsible for monitoring their accounts and should be aware of changes in their selected strategy providers. Any positions opened before the closure of a strategy provider account will remain under the oversight of the follower unless closed manually. The Company is not liable for any financial impact on follower accounts due to such closures.

14.18 From time to time, the Company may copy trades from test accounts of the Company or third-party providers for the purpose of product evaluation and testing. In such cases, strategy provider accounts will not be entitled to any premium for copied trades. The Company reserves the right to disclose relevant information to the strategy provider as deemed necessary.

14.19 The strategy provider and the follower acknowledge and agree that they are subject to limitations depending on their region.

14.20 The provisions outlined in Section 19 Prohibited Trading, apply equally to both Follower and Strategy Provider accounts within the FxPrimus Copy Trading service, subject to applicable laws and regulations.

14.21 The provisions outlined in Section 12 Dormant, Inactive, and Archiving Policy, apply equally to both Follower and Strategy Provider accounts within the FXPrimus Copy Trading service, subject to applicable laws and regulations

SECTION B (COPY TRADING FOLLOWER)

14.22 The copy trading follower, by subscribing and activating to a strategy of a copy trading Provider, hereby agrees to the following:

i.   To authorize and instruct the Provider to act on their behalf in accordance with the specific strategy in connection to the follower account;
ii.   To authorize and instruct the Company to take any necessary action to follow the strategy of the Provider selected by the follower;
iii.   Any strategy selected to be subscribed and activated by the follower should be followed in proportion to the funds allocated by the follower in the followers trading account;
iv.   Details and information related to the followers' trading activities while using the Copy Trading service shall be available on the Copy Trading client area and/or mobile application.
v.   The follower may start copying a strategy, deposit, transfer funds, and/or withdraw available funds from their follower account in accordance with the procedures and restrictions provided by the Company's client agreement.
vi.   The Follower may unsubscribe from a Providers strategy at any time. The follower can choose what to do with the open positions.
vii.   The Company reserves the right, at its absolute discretion, to close any or all open positions of a Strategy Provider at any time, and the followers account shall be adjusted accordingly without any prior notice.
viii. The Company reserves the right, at its absolute discretion, to close any or all open positions of a follower account at any time
ix.   The follower acknowledges and accepts that by subscribing to a strategy of a specific strategy Provider, they may be charged the same fees and receive the same leverage set by the respective strategy provider in certain cases but not limited to having the same amount of equity and or account type.

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x.   The follower acknowledges and understands that they must maintain the required balance reflected in their follower account in order to continue subscribing to the selected strategy.

xi.   The follower agrees that when they activate the subscription to a provider's strategy any future trading orders made by the strategy provider will be copied unless the follower unsubscribes from that strategy.

xii.   The follower acknowledges and accepts that price variations may occur between the moment they choose to activate the subscription to a strategy and the actual execution of subscribing to that Strategy.

14.23 If trading abuse occurs as per section 19 Prohibited Trading in the client agreement, by the follower, the Company may, at its absolute discretion and without prior written notice, take one or more of the following actions:

i.   Adjust the followers trading account balance to remove illicit profit or recoup any closed or open profit from the trading account.

ii.   Freeze, terminate, or block the followers trading account and deny access to copy Trading or any of the company's services.

iii.   Apply any of the provisions outlined in Section 19 of the client agreement Prohibited trading.

14.24 The follower irrevocably acknowledges and agrees that any description provided by any strategy provider or other means, has not been approved by FxPrimus. The follower agrees to perform their own due diligence on the strategy provider before activating their subscription to their Strategy. The Company shall not be liable for any losses incurred in the follower's account.

SECTION C (COPY TRADING PROVIDER)

14.25 FxPrimus reserves the right to reject or block the activity and or visibility of any proposed or existing strategy if:

i.   The strategy's description violates FXPrimus's policies or contains inappropriate, misleading, or unethical content;

ii.   The Strategy name is offensive, misleading, or violates ethical or moral standards;

iii.   The selected image for the Strategy is inappropriate or misleading;

iv.   The Strategy Provider's account lacks sufficient funds;

v.   The Strategy Provider's account has not been fully verified;

vi.   The Strategy Provider falsely represents themselves as an employee or representative of FXPrimus;

vii.   The Strategy Provider engages in unauthorized commercial communications (spam), unlawful activities, or promotes pyramid schemes.

viii.   The Strategy description does not match the actual trading conditions;

ix.   The strategy provider violates any policies outlined in section 18 Prohibited Trading of the client agreement.

14.26 FXPrimus reserves the right at its absolute discretion to close any open positions of a strategy provider.

14.27 The Strategy Provider's commission is calculated in accordance to the strategy providers predefined interval period. The commission set by the Strategy Provider may not exceed 45% of the investor's profit and cannot be changed after the Strategy is created. The Strategy Provider's commission is paid in USD and is calculated based on the Company's policies.

14.28 If a follower unsubscribes from a strategy before the end of the strategy providers predefined interval period, the strategy provider's commission is calculated at the time of the follower unsubscribing from the strategy.

14.29 Past performance is not a reliable indicator of future results and the Follower is recommended to decide on the selection of a strategy by reviewing the actual history and/or performance of the strategy. The

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company does not guarantee any profit for the follower.

SECTION D (TECHNOLOGY RISKS)

14.30 Clients engaging in copy trading should be aware of the inherent technology risks associated with this service. These risks include, but are not limited to:

i. Latency Issues: Time delays in signal transmission can occur, which may cause discrepancies between the trading actions of the strategy provider account and those replicated in the follower's account.
ii. Execution Errors: Due to system errors or network interruptions, trades may be executed at prices different from those seen in the signal provider account, or may fail to execute entirely.
iii. Platform Downtime: Scheduled maintenance or unexpected technical issues with the trading platform may prevent trades from being executed, leading to missed opportunities or the inability to close out positions.
iv. Data Transmission Failures: In the event of connectivity issues, such as between servers and client terminals, critical trading signals might not be received, impacting trade execution.
v. Clients are encouraged to use stable and secure internet connections and regularly update their software to minimize such risks.
vi. The Company can use its discretion to adjust trades executed incorrectly or not executed at all.

Despite these precautions, Fxprimus cannot guarantee the flawless operation of its copy trading services as they are provided by a third party thus FXPrimus does not have any control over it and the company assumes no liability nor responsibility for any losses incurred due to technical failures and others. Clients should consistently monitor their accounts and complement algorithmic strategies with personal judgment at all times

15 SYNTHETIC INDICES

15.1 FXPrimus introduces Synthetic Indices as part of its product offering to create a dynamic and engaging trading environment. However, given the high-risk nature of these instruments, clients are strongly encouraged to fully understand the associated risks before trading.

15. 2 Product Offering

Synthetic Indices are specialized financial instruments available as Contracts for Difference (CFDs) on FXPrimus' Trading Terminal (MT5). These instruments simulate volatile market conditions, offering diverse trading opportunities. Unlike traditional market-based CFDs, Synthetic Indices are designed as market simulation instruments and should not be equated with real market CFDs.

15.3 Account Types and Instrument Availability

The availability of Synthetic Indices is limited to accounts registered under Primus Markets INTL Limited. The range of specific instruments offered may vary over time due to factors such as market conditions, regulatory changes, or updates to Primus Markets INTL Limited product offerings. Primus Markets INTL Limited retains the sole discretion to modify or discontinue the availability of any Synthetic Index at any time, without prior notice.

15.4 Volatility and Risk Disclosure

Synthetic Indices are inherently volatile, as their design relies on secure random number generators to simulate price movements. This ensures constant activity and unpredictability, resulting in significant price fluctuations. Trading these instruments carries a high level of risk, including the potential for substantial financial losses.

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Clients are advised to carefully assess their risk tolerance, financial situation, and trading strategies before engaging in Synthetic Index trading.

16 INDUCEMENTS (PAYMENTS TO/FROM THIRD PARTIES)

16.7 The Company, further to the fees and charges paid/provided to/by the Client or other person on behalf of the Client, as stated within this Agreement, may pay and/or receive fees/commission to/from third-parties, provided that these benefits are designed to enhance the quality of the offered service to the Client and not impair compliance with the Company's duty to act in the best interests of the Client.

16.8 The Company may pay a fee/commission to Introducing Brokers, referring agents, or other third parties based on a written agreement. This fee/commission is related to the frequency/volume of Transactions performed by the referred Client through the Company and/or other parameters. The Company has the obligation and undertakes to disclose to the Client, upon his request, further details regarding the amount of fees/commission or any other remuneration paid by the Company to Introducing Brokers, referring agents, or other third parties.

16.9 The Company may also receive fees/commission as well as other remuneration from third parties based on a written agreement. The Company receives fees/commissions from the counterparties through which it executes Transactions. This fee/commission is related to the frequency/volume of Transactions executed through the counterparty and/or other parameters. The Company has the obligation and undertakes to disclose to the Client, upon his request, further details regarding the amount of fees/commission or any other remuneration received by the Company from third parties.

17 COMMUNICATION BETWEEN THE CLIENT AND THE COMPANY – CLIENT'S ORDERS

17.7 All notices and communications supplied by the Company in conformity with this Agreement, including account statements and Transaction confirmations, may, at the Company's discretion, be sent to the Client by e-mail or made available in the Client's Account on the Trading Platform. However, the account information shall be conclusive evidence of the Client's transactions and/or contracts, open positions, margin and cash balances, and shall be conclusive and binding on the Client.

17.8 All notices/information provided by the Company or received from the Clients should be in English. Translation or information provided in languages other than English in our website is for informational purposes only and do not bind us or have any legal effect whatsoever; we have no responsibility or liability regarding the correctness of the information therein.

17.9 Such notices/communications shall be deemed to have been received by the Client and transmitted in the proper manner once the Company has placed them on the Platform or sent them by e-mail. The Company shall not be liable for any delay, modification, re-routing or any other modification that the message might undergo after being sent by the Company.

17.10 The Company shall accept the following communication methods used by the Client to contact and

transmit instructions to the Company:

    i.   orders placed in the Trading Terminal of the Client;

    ii.   orders placed in writing and duly signed

    iii.   orders placed by telephone; and

17.11   The Client is given the option to place with the Company the following Orders for execution:

17.11.1   The Client places a "Market Order" which is an Order instantly executed against a price that the Company has provided. The Client may attach to a Market Order a Stop Loss and/or Take Profit. Stop Loss is an Order to limit Client's loss, whereas Take Profit is an Order to limit Client's profit.

17.11.2   The Client places a "Pending Order ", which is an Order to be executed at a later time at the price that the Client specifies. The Company will monitor the Pending Order and when the price provided by the Company reaches the price specified by the Client, the Order will be executed at that price or the first available price. The following types of Pending Orders are available: Buy Limit, Buy Stop, Sell Limit and Sell Stop. The Client may attach to any Pending Order a Stop Loss and/or Take Profit.

17.11.3   The Company will cancel any Orders that remain non executed for three months from the date the Order was placed.

17.12   The Client will have the right to change the communication method he uses with the Company at any time and the Company shall not make any checks in relation to this, and accepts these two communication methods.

17.13   The Client confirms that he is aware of the risks associated with using these communication methods in particular the risks that could result from a fault or a misunderstanding at the time instructions are transmitted. The Client declares that he assumes responsibility for all consequences that could result there from.

17.14   The Company shall not incur any liability by refusing to carry out orders given by a person whose identity has not in its opinion been sufficiently verified.

17.15   It is understood that, regarding individual transactions, depending on the type of Client Account held by each Client, the Company will either execute Orders as a counterparty in the particular transaction, making the Company the execution venue, or it will transmit the Orders for execution to a third party, known as Straight Through Processing (STP). In the latter case, the Company will not act as a counterparty in the transaction, and the execution venue will be the third party.

17.16   The Client shall be responsible for all orders and for the accuracy of all information sent via Internet following the use of the Client's name, his password or any other personal identification method set up to identify the Client, regardless of who the actual user is. Any person who identifies himself in accordance with the Client's identification methods shall be considered as being authorised to use the Company's services. The Company shall consider such orders or communications as having been authorised and issued by the Client. It is the Client's responsibility to keep passwords confidential and to prevent unauthorised use of his passwords and his Trading Terminals.

17.17   For the orders placed in writing, the Company will verify the Client's signature with the sample signatures lodged with the Company. The Company shall not be liable for any fraud and/or lack of identification that it has not been discovered.

17.18   Prior to any transfer order, the Company may request an original written confirmation duly signed by the Client.

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17.19 For orders placed by telephone, the Company will verify the Client's identity and then transmit the order. The Company has the right not to transmit the order if the actions of the Client are not clear and do not include all the required data.

17.20 Orders received by the Company in any means other than through the Trading Platform, will be transmitted by the Company to the Trading Platform and processed in the same way as though it was received through the Trading Platform.

17.21 Any order sent by the Client via the Trading Terminal shall only be considered as having been

received, and shall not constitute a valid instruction and/or a Contract between the Company and the Client, until the instruction has been registered as executed by the Company and confirmed to the Client by means of a Transaction confirmation.

17.22   The Company bears no responsibility for delays or errors occurring during the transmission of orders or other communication messages via computer, for the accuracy of information received via computer or for any loss that may be incurred by the Client as a result of the inaccuracy of this information.

17.23 The Client has the right to use a Power of Attorney to authorise a third person (representative) to act on behalf of the Client in all business relationships with the Company as defined in this Agreement. The Power of Attorney should be provided to the Company, accompanied by all the requested identification documents of the representative. If there is no expiry date, the Power of Attorney will be considered valid until revoked by a written termination by the Client.

17.24   The Company has the right to refuse to transmit a Client's order for execution without giving any notice and/or explanation to the Client. Among, but not limited to, the cases that the Company is entitled to do so are the following:

17.24.1   If the Client does not have the required funds deposited in the Company's Client Account;
17.24.2   If the order violates the smooth operation of the Trading Platform;
17.24.3   If the order aims at manipulating the market of the specific Financial Instrument;
17.24.4   If the order is a result of the use of inside confidential information (insider trading); and
17.24.5   If the order aims to legalise the proceeds from illegal acts or activities (i.e., money laundering).
17.24.6   When market conditions are abnormal;
17.24.7   An unreasonable number of requests made by the Client in comparison to the number of transactions;
17.24.8   If the Client's Free Margin falls below the Initial Margin or the Necessary Margin or if there are no cleared funds available in the Client Account to cover all the charges of the Order;
17.24.9   The Order lacks essential details or is unclear or has more than one interpretation;
17.24.10   Internet connection or communications are disrupted;
17.24.11   A force Majeure Event occurred;
17.24.12   The Transaction Size for the particular CFD is less than the minimum Transaction Size indicated in the Contract Specifications;
17.24.13   The Client failed to meet the Company's Margin Call;
17.24.14   The Client Account is temporarily blocked or is rendered dormant or is closed.

17.25 The Client needs to be aware that the Company will refuse to accept or it may cancel any orders placed and/or executed via the Trading Terminal without any notice if it comes to its attention that the logic behind those orders is to abuse the whole system (i.e., use of specific expert advisors to generate volume by opening and closing positions at the same price) in order this way to gain unfairly benefits for the Client and which is beyond the traditional scope of fair trading.

17.26 The Company provides quotes based on the price of the underlying asset; however, this does not guarantee that the quotes will be within a specific percentage of that asset's price. When the underlying market is closed, the quotes offered by the Company will represent its assessment of the current bid and ask

prices for the relevant underlying asset at that time. The Client acknowledges that these quotes are determined solely at the Company's discretion.

17.27   If the Company cannot fulfill an Order due to issues related to its price, size, or any other reason, it may send the Client a revised quote with the price it is willing to offer.

17.28   The Company reserves the right to withhold Quotes and not execute Orders if the price of the Underlying Asset falls below zero.

17.29   The Company reserves the right to cancel, change, or modify any of the Contract Specifications for all clients or specific clients at any time and at its discretion. This may occur depending on market conditions, with or without prior notice. The Client understands and agrees that it is their sole responsibility to review the Contract Specifications both before and after placing any orders with the Company.

17.30   The Company, at its own discretion and without notice, might impose on an account or instrument basis a limit on the Net Open Position. The company has the right to reject to open any new positions if the result after opening the positions would increase the Net Open Position of a certain instrument above the limit set.

17.31   Please note that it is within the rights of the company and without any prior notice to the client to set an instrument in a close only mode. Therefore, the client consents and acknowledges that he/she will not be able to open new positions on a certain instrument but only to close the existing ones.

17.32   The Client understands that reports and confirmations of order executions, cancellations or modifications may be erroneous for various reasons. Such confirmations are also subject to change at the Company's discretion, in which case the Client shall be bound by the actual order execution, so long as it is consistent with the Client's order. In the event that the Company confirms an execution or cancellation in error and the Client unreasonably delays in reporting such an error more than 24 hours, the Company reserves the right to require from the Client to accept the trade, or remove the trade from the Client's Account, in the Company's sole discretion.

18 Deposits and Withdrawals

18.7 The client may fund and withdraw from his Account by credit or debit card, wire transfers or SEPA transfers (Euro), e-wallets payment processors, cryptocurrency, or any other similar method of money transfer acceptable by the company from time to time, in its absolute discretion. The Company shall bear absolutely no responsibility regardless of the circumstances for any such payment providers failings thereof and/or any losses that took place or might take place in the future as a result of using the above services. We do not guarantee that all the transfer methods are available to be used in your country. Please, also note that cash deposits and withdrawals are prohibited.

18.8   The third parties used in the process of receiving your remitted funds in our Client Bank Accounts are disclosed in the "Deposits and Withdrawals" section in our website.

18.9   The Company adheres to a Money-in-Money-out (MiMo) policy and implements a strict AML policy to protect our clients' interests and prevent potential money laundering activities, in line with regulatory requirements. Additionally, all withdrawals up to the deposited amount will be processed using the same method used for funding the account. Any amount exceeding the deposited amount can be settled in alternative method that the Company provides.

18.10 The Company reserves the right to request additional information and documentation from the Client at any time to verify the origin or source of funds deposited into the Client Account. Additionally, the Company may reject a deposit or withdrawal if it is not satisfied with the information or documentation provided or collected.

18.11 The Client has the right to withdraw any portion of their funds that is equal to the available margin in their Trading Accounts, subject to any applicable operational restrictions and other limitations concerning such withdrawals. The Company reserves the right to reject any withdrawal request if it has reasonable grounds to believe that the request is intended to abuse the Company's negative balance policy.

18.12 The Company reserves the right to refuse or delay withdrawal operations if it has reasonable grounds to believe that the Client has engaged in any Prohibited Trading on the Trading Platform.

18.13 The Company shall inform the Client of the bank details of the Company's segregated Client Bank Account for transferring funds.

18.14 The Client must clearly specify his name and all required information, in accordance with international regulations related to the combat against money laundering and terrorism financing, on the payment document. It is the Company's policy not to accept payments from third parties to be credited to the Client's Account.

18.15 Any amounts transferred by the Client to the Company's Client Bank Account or received in any other forms as specified above, will be deposited in the Client's Account at the value date of the received payment and net of any deduction/charges incurred by the transferring bank. It is at the Company's sole discretion to return back to the Client any of the fees he incurred in effecting a deposit into his Account.

18.16 The Company has the right to refuse a Client's transferred funds, including but not limited to the following cases:

 18.16.1 If the funds are transferred by a third party;

 18.16.2 If the Company has reasonable grounds for suspecting that the person who transferred the funds was not a duly Authorised Person; and

 18.16.3 If the transfer violates Vanuatu legislation.

18.17 If any of the above cases occur, the Company will return the received funds back to the remitter using the same method as they were originally received.

18.18 Primus Solutions Ltd (located in Limassol, Cyprus with registration number HE 410155) is acting as a payment agent on behalf of Primus Markets INTL Ltd (Vanuatu), which is the License Holder.

18.19 By signing this Agreement, the Client gives his consent and authorises the Company to make deposits and withdrawals from the Client Bank Account on behalf of the Client, including but not limited to, for settlement of Transactions performed by or on behalf of the Client, for payment of all amounts due by or on behalf of the Client to the Company or any other person.

18.20 The Client, using the Company's relevant "Fund transfer request", shall provide the Company with his personal bank account details in order for the Company to transfer any amount payable to the Client. It is the Company's policy to transfer all amounts directly to the Client's personal bank account or card from which he had used to originally fund his Account. Funds are transferred by the Company within three (3) Business Days from the date they are debited from the Client's Account. It may take up to five (5) Business Days for funds to be credited to the Client's personal bank account after initiation of the transfer from the Company's side.

 18.21 The Company has the right to suspend or cancel the Client's instructions for transferring funds in any, but not limited to, the following cases:

 18.21.1 If the Client instructs the Company to transfer the funds to a third party;

18.21.2 If the Company has reasonable grounds for suspecting that the person who gave the transfer order was not a duly Authorised Person; and

18.21.3 If the transfer violates the local laws and regulations.

19   ANTI-MONEY LAUNDERING PROVISIONS

19.7   According to Prevention and Suppression of Money Laundering Activities regulations applicable to the Company, the Company is entitled to request from the Client to provide immediately any additional information concerning the circumstances and the context of a particular Transaction. The Company shall have the right to refuse orders or instructions received from the Client as long as the Client has not supplied the information requested by the Company.

19.8   The Company has the right to terminate the Agreement with the Client immediately, to report the Client to applicable authorities if deemed required, and to prohibit the Client from withdrawing any of its assets if the explanations provided are deemed inadequate and/or anything in this regard raises money laundering or terrorist financing suspicion.

20   PROHIBITED TRADING

20.7   The Company reserves the right to disable trading for a client if the client engages in abusive trading behavior that violates the Company's terms and conditions, or any regulatory or legal requirements. Abusive trading behavior includes, but is not limited to, insider trading, market manipulation, abusive use of leverage, unethical or questionable trading styles including, but not limited to abuse of price gaps, latency arbitrage, the act of "flooding" of our servers with an excessive amount of pending orders, excessive logins, "picking" and "sniping" or the use of certain automated trading systems or Expert Advisors, and any other activities that may harm the integrity of the market or the Company's Trading Platform. The Company may take such action without prior notice or consent from the client and shall not be liable for any losses or damages incurred by the client as a result of such action. The Company may also take legal action against the client for any abusive trading behavior. The Company does reserve the right, to close, suspend or recoup any closed profit and loss from an Account.

20.8   The Company will usually (but is not obligated to always) attempt to initially express its concern to the Client or the associated parties via email or telephone in the form of a formal warning. If the Client or the associated party does not modify its trading style within a reasonable time period following the warning, the Company reserves the right to liquidate all or some open positions, close, suspend or recoup any closed profit or loss from the Client's Account, and return any remaining proceeds to the Client in accordance with the Company's Account Closing Procedures or any combination thereof.

20.9   The Company reserves the right, at its sole discretion and without prior notice, to change the account type of the client and/or disable trading on the client's account, if the company determines that such action is necessary to comply with applicable laws and regulations, protect the integrity of its Trading Platform, or for any other reason deemed appropriate by the company. The client acknowledges and agrees that the company shall not be liable for any losses, damages or costs arising from such actions.

20.10   If the Company reasonably determines that the Client is either occasionally or systematically exploiting inefficient, delayed, or incorrect price feeds or commissions, using insider knowledge to predict price movements, or manipulating prices by trading on anticipated moves, the Company reserves the right, among other actions without limitation, to:

  i.   Restrict the Client's access to the Trading Platform and/or provide only manual quotes;

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ii. Nullify any profit or loss generated, provided that it can be documented that these trading profits were obtained due to price abuse at any time during the relationship with the Client.

iii. Delay the price confirmation and/or re-quote the offered price.

iv. Adjust the price(s) and/or the spread provided to the Client.

v. Change trading conditions.

vi. Terminate the relationship with the Client through written notice immediately.

vii. Restrict the opening, modification, or closing of trades.

20.11 There can be instances where the Company will not be able to provide the Client with a reason for refusing the provision of its services, where for instance doing so would be in contrast with the law. Examples of when the Company will not provide services or cease providing services to the Client includes instances:

20.11.1 Where the Company believes that the Client is abusing any of the offerings (e.g., where you are involved in latency abuse, insider trading or abusing Negative Balance Protection

20.11.2 Where there is regulatory justification for doing so or,

20.11.3 The Company's internal risk limits no longer permit the acceptance of any further orders on specific instrument(s)

20.12 The Company reserves the right to liquidate all or some open positions, close, suspend or recoup any closed profit or loss from Accounts who tend to trade during news or other volatile market conditions, and return any remaining proceeds to the Client in accordance with the Company's Account Closing Procedures or any combination thereof.

20.13 The Company reserves the right to enable, disable, or terminate any Virtual Private Server (VPS) provided to the Client at any time, with or without prior notice. This action may be taken without the obligation of providing an explanation or justification if the Company has reasonable grounds to believe that the Client's trading strategy poses a threat to the smooth operation of its trading facilities. Additionally, this applies if the Client is found to be abusing the Company's systems and trading conditions without a genuine interest in market exposure or speculation, or for any other reasons specified in this Agreement, regardless of whether the VPS was used during such trading activities.

i. **Reverse Engineering**

Circumvention and Reverse Engineering: You are not allowed to unlawfully access, attempt to gain access, reverse engineer, or otherwise circumvent any security measures applied to our Trading Platform and/or computer system(s). If we determine, at our sole discretion, that you have breached this clause, we reserve the right to take any action we deem appropriate. This may include, but is not limited to, completely blocking your access to our Trading Platform, revoking your Access Codes, or terminating your Account. In such cases, we also reserve the right to seize any profits or revenues generated directly or indirectly from your prohibited trading activities. We may inform any interested third parties about your breach of this clause. We will continue to develop tools necessary to identify fraudulent or unlawful access and use of our Trading Platform. Any disputes arising from such fraudulent or unlawful trading activity will be resolved at our sole discretion in a manner we consider fair to all parties involved. Our decision will be final and binding on all participants, and we will not engage in further correspondence regarding it.

ii. **Artificial Intelligence Software Policy**

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The use of software that applies artificial intelligence analysis to our Trading Platform or computer systems, with the intent of gaining an unfair advantage, is strictly prohibited. If the Company determines, at its sole discretion, that such software has been used or is currently in use, the Company reserves the right to take any necessary action, including but not limited to:

- Blocking access to the Company's Trading Platform
- Revoking your access codes
- Terminating your account

In such cases, the Company may also seize any profits or revenues generated from these prohibited activities and may impose additional fees. Furthermore, we reserve the right to inform any interested third parties about your breach of this policy. We are committed to developing tools to identify fraudulent or unlawful access and usage of our Trading Platform. Any disputes arising from such activities will be resolved at our sole discretion, in a manner we deem fair to all parties involved; our decision will be final and binding, and no correspondence will be entered into.

20.14 The Company reserves the right to prevent any abusive use of the Trading Terminal and connected Services at its sole discretion. Any Transactions that depend on price latency arbitrage opportunities may be revoked without prior notice. If the Company reasonably suspects that a Client's trading strategy or behavior indicates a deliberate or systematic attempt to exploit pricing errors, off-market prices, spreads, trading commissions, or any other technical errors, the Company is entitled to take one or more of the following actions:

i.   Restrict or prohibit the Client's access to the Trading Platform. Immediate Termination of the Agreement

ii. Close the Client Account and/or any related accounts, including, but not limited to, all accounts held by the same account holder and any accounts of other Clients that the Company deems involved in the aforementioned activity, with written notice.

iii. Take legal action for any losses suffered by the Company.

iv. Make necessary corrections or adjustments to the involved accounts, including, but not limited to, adjusting the spreads and commissions available to the Client.

v.   Restrict access to streaming and instantly tradable quotes for the involved accounts, providing only manual quotations and requiring prior approval from the Company for any submitted orders.

vi. Cancel any historic trading profits from the involved accounts that the Company can document as having been gained through abusive practices related to liquidity at any time during the client relationship.

vii. Confiscate any profits and/or revenues earned directly or indirectly from such errors, charge the Client additional fees as applicable, nullify any profit/loss generated, and refund the original deposit amount, excluding any deposit and withdrawal charges. Additionally, set off balances from any unjustified amounts generated from these errors.

viii. Refuse the Client's request to withdraw money from the Client Account.

21 SWAP, CFD EXPIRATION AND SWAP-FREE

ACCOUNTS

21.7   Without providing prior notification to the Client, the Company has the right to modify Swaps. The client is responsible for monitoring and staying informed about Swap charges.

21.8   Once a month, certain CFD's will expire, meaning that expiration will take place one day prior to the expiration of its underlying futures Contract at our closing bid/ask price. All open positions will be closed, all floating profit and loss will be realized and all pending orders will be deleted. No positions will be rolled forward into a new Contract and is at the option of the Client to reinitiate her closed positions.

21.9   Swap Free Client Accounts may be provided by the Company for all Underlying Assets or for a subset of Underlying Assets. Swap transactions are not performed on exempt client accounts or underlying assets that are not susceptible to swaps. The Underlying Assets available for Swap Free Client Accounts are subject to change at the discretion of the Company.

21.10   Types of accounts may not be eligible for Swap Free Client Accounts. The Company reserves the right to amend the account types and/or underlying assets that are eligible for swap-free status at any moment.

21.11   During the account opening procedure, clients from Islamic countries will be given precedence for a swap-free account. This is determined based on the identity information provided by the client on the account opening application form.

21.12   Clients from non-Islamic nations could, at the company's discretion, be eligible for a Swap Free status Client Account. In this circumstance, the Company retains the right to reassess the Swap-free tiers and the Client's requirements for accessing them. The Client shall not have the ability to reject, alter, or cancel any such automatic assignment; rather, the Company may, in its sole discretion, automatically assign to the Client either a Swap Free Client Account status and/or Swap Free Levels. The Company reserves the right to alter, modify, or terminate the Swap Free Client Account and/or Swap Free Levels at any time and for any reason.

21.13   If the customer has a swap-free client account, no swaps or rollover fees will be charged to trading positions overnight (subject to clause 20.1).

21.14   The Company maintains the right, without incurring any liability or duty, to cancel, alter, or terminate the Swap Free Status of a Client's Account and/or Swap Free Levels at its sole discretion and without prior notice.

21.15   Whenever the Company detects abuse, fraud, manipulation, cash-back arbitrage, carry trades, or other forms of deceitful or fraudulent activity in any Swap-free Account of any client, the Company reserves the right to take any of the following actions:

  i.   To correct and recover any unaccrued swaps and any related unaccrued interest expenses and/or costs associated with all of the client's Swap-free trading accounts during the period they were designated as such;
  ii.   To immediately revoke the Swap-free status from all real trading accounts of the client and charge the relevant swaps; and/or
  iii.   To immediately close all trading accounts of the client, nullify all trades executed in those accounts, cancel any profits or losses accrued, and/or change the client's trading conditions or restrict the opening, modification, or closing of trades.

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22 CORPORATE EVENTS AND ACTIONS

22.7 "Corporate Action" refers to any occurrence related to the issuer of any relevant Underlying Asset.

i. Any purchase or cancellation of shares or equities by the issuer.
ii. Any reduction, subdivision, consolidation, or reclassification of share or equity capital.
iii. Any distribution of cash or shares, including dividend payments;
iv. Any rights, script, bonus, capitalization, or other issues or offers of shares/equities of any nature, including warrants, options, or similar instruments granting rights to subscribe for shares/equities.
v. Any other event that has a diluting or concentrating effect on the market value of the share or equity that is an underlying asset.
vi. Any merger or restructuring involving the relevant shares or equities.
vii. a take-over or merger offer;

22.8 If an Instrument is affected by a corporate event, as outlined in sub-clause 21.3, the Company will take the necessary steps to adjust your trading account to reflect the impact of the event on your position. This adjustment will ensure that the economic equivalent of the rights and obligations related to your Transaction and/or Contract with the Company is preserved as of the ex-date of the event (i.e., the day the price of the affected instrument will reflect the consequences of the event). According to this sub-clause, the Company will undertake the following actions:

i. For Pending Orders, Stop Loss Orders, and Take Profit Orders associated with your Orders, the Company strives to maintain, as much as possible, the equivalent of the rights and obligations of your Transaction and/or Contract immediately before a corporate event occurs;
ii. A corporate event, such as a reverse stock split, may cause your share ownership to fall below the minimum allowed by our systems. These positions will be rounded down to the nearest permitted size. It is likely that the Company will take different actions if you owned the underlying Instrument; however, the Company will strive to preserve economic equivalence wherever possible.
iii. Modify the size, value, or number of orders as necessary to maintain the economic equivalent of your open positions as much as possible.

22.9 In accordance with subclause 21.2, corporate events shall include:

i. Distribution of additional shares, other share capital, warrants, or rights granting dividends by the issuer to shareholders of the Underlying Instrument can result in a dilutive effect on market value.
ii. Stock splits and reverse stock splits result in changes to both the number of shares owned and the share price. A stock split is a corporate event that multiplies the number of existing shares by a certain ratio. For example, in a 1:2 split, every existing share converts into two shares. In this case, shareholders will see their shares double in number, but since the company's market capitalization remains unchanged, the stock price will be halved. This ensures economic equivalence. It's important to note that after such an event, your positions may be consolidated into a single entry on your trading terminal, which will reflect the effects of the corporate action on all your holdings.
iii. In cases where an underlying instrument grants dividends, such as equity indices or stocks, a cash adjustment will be made equivalent to what is paid to clients holding open positions in the underlying instrument.
iv. Delisting/voiding a tradable instrument that will cause positions to be closed; Th Company reserves the right, at its sole discretion, to remove or seize financial instruments offered for trading whenever the issuing corporation files for bankruptcy. This applies even if the corporation does not undergo liquidation.

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The mere act of filing for bankruptcy is sufficient grounds for the Company to proceed with the immediate delisting of the relevant financial instrument. This measure aims to protect both the Company and its clients, as it may result in the closing of positions.

v. Any other event similar to the aforementioned events that may affect the market value of the Instrument.

23 CLIENT COMPLAINTS

23.7 The Client shall be required to check the content of each document, including those sent electronically by the Company or made available to the Client on the Trading Platform. Such documents should be regarded as authoritative. Complaints shall be addressed, in the first instance, to the Customer Support Department at the e-mail address support@fxprimus.com. If the Client receives a response from the Customer Support Department but deems that the complaint needs to be raised further, the Client should complete the Complaint Form, which is publicly available on the Client's member area and send it to complaints@fxprimus.com. The Client must inform the Company immediately if an incorrect Transaction appears on his Account.

23.8 Any complaint relating to the execution or non-execution of an order will be considered only on the expressed condition that it is made in writing upon the occurrence of the events in question and at the latest before the opening of the relevant market on the day after the execution, that is, within a 24-hour period from the time of occurrence of the complaint. It should be noted that the use of an expert advisor or any other program that is used to perform technological and/or algorithmic trading, also alleviates you of any right to claim any sort of compensation from the Company.

23.9 Once this period has expired, the Client shall no longer have any rights, of any type and form, against the Company.

23.10 The company allows only one profile per Profile type. (for example, one Individual, one IB account, one Joint Account and one Corporate Account). If the company finds a user creating multiple profiles, the company will contact the user to ask which profile they would like to keep as their active account. The additional profiles will then be closed. Please note that a user who fails to respond or doesn't seem to be cooperative when responding to the company's request may have their account automatically deactivated, suspended, or terminated.

23.11 The document entitled Complaint Form, available in the members' area, should be used for any complaint a Client may have. The Client may complete the Complaint Form with all the information requested and may return the form to the Company as mentioned in the specific document.

23.12 Clients shall contribute to the Company, in handling of Client's claims, by providing the Company Support Department with all the necessary information, including, but not limited to:

i. Client's Name and Surname (for corporate Clients - Company name);
ii. Client's Account login number;
iii. Date and time of the issue in the platform's time zone;
iv. Tickets of orders and positions involved; and
v. Detailed description of the issue.

23.13 The Client has the obligation to avoid any kind of offensive vocabulary, intimidation, unsubstantiated accusations or emotional interpretation of anything related to his claim or to the Company or its business.

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24   REJECTED COMPLAINTS

24.7   The Company shall have the right, in its sole discretion, to decline Client claims on the lapsing of the 24-hour period after the occurrence of the relevant incidence. The Company may not accept claims not delivered to the Company through the designated addresses mentioned in this Agreement.

24.8   The Company shall have the right to decline a Client's claim or any of its arguments if the server log—file record required for the examination of such claim or arguments does not exist.

24.9   The Company has the right and sole discretion, to decline:

24.9.1 Client claims related to the execution period of any requests or orders;

24.9.2 Client claims related to server maintenance works.

24.9.3 Client claims related to differences between rates quoted by the Company and similar rates quoted by other companies or institutions (including rates of underlying assets), except for claims related to manifest errors in the Company's data feed; and

24.9.4 Client claims related to delays or interruptions of service or transmissions, or failures of performance of the server, regardless of cause, including, but not limited to, those caused by hardware or software malfunction; governmental, exchange or other regulatory action; war, terrorism, or the Company's unpremeditated acts.

25   USE OF THE IT SYSTEM

25.7   Predominantly, the Client shall transmit instructions to the Company using the IT system provided. The Company shall communicate with the Client exclusively via the IT system. It will be the Client's responsibility to take all necessary actions to ensure that he is able to access any communications that may be sent to him.

25.8 The Client is aware of the fact that using computers and the Internet exposes him to a number of risks including, in particular:

    25.8.1   The possibility that an unauthorised third party might access his Client's Account;

    25.8.2   The possibility that the relationship between the Client and the Company might be revealed;

    25.8.3   The possibility that computer viruses might infect the Client's computer system without the Client's knowledge; and

    25.8.4   The possibility that third parties might send messages to the Client, claiming to represent the Company.

25.9   The Client undertakes to obtain full information, and acknowledges that he is solely responsible for doing so, in respect of the risks to which he may be exposed and any necessary security measures he ought to have taken.

25.10   The Company will not be liable for any loss suffered by the Client resulting from the IT use, including in particular the actions of unauthorised third parties introducing themselves as the Client or the Company, transmission errors, transmission failures, technical faults, overloads, breakdowns (including but not limited to maintenance activities due to the maintenance of IT systems), system downtime, malfunctions, interference, attacks (e.g. hacking), blocked communications and networks (e.g. mail bombing) or other failures, regardless of who is responsible.

25.11   The Client will therefore take the necessary precautions to ensure the confidentiality of all information,

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including, among other things, the system password, user ID, portfolio details, Transaction activities, Account balances, as well as all other information and all orders.

25.12   The Client undertakes to notify the Company immediately if it comes to his attention that his system password is being used without authorisation.

25.13   The Client hereby assumes all liability arising in connection with technical access to the Company's services.

25.14   The Client shall be responsible for acquiring, installing and configuring the appropriate hardware and software, in order to set up his connection with the Company's online services. The Company shall not be liable for any actions of the access provider and/or hardware that it has not supplied itself.

26   RECORDING OF CONVERSATIONS

26.7   The Client acknowledges, accepts and consents the fact that the Company will record and/or produce a written record of telephone conversations, internet-based conversations (chat) and meeting minutes between the Company and the Client.

26.8   The Client allows the Company to use these recordings or the transcripts of these recordings as evidence in relation to the investment services offered and to disclose such information as part of any litigation or litigation that it expects to arise between the Client and the Company.

26.9   The Company may provide copies of such recordings of telephone calls to a regulatory authority of a competent authority, without informing the Client.

26.10   Technical reasons could prevent the Company from recording a conversation and the recordings or the transcripts produced by the Company will be destroyed in accordance with the Company's normal practice. Therefore, the Client must not expect that these recordings will be available to him.

27   OUTSOURCING

27.7   The Company provides its Clients with trading services using an internet-based trading system. The Company has outsourced the development, physical hosting, maintenance and updating of its Trading Platform to a foreign entity. The Company's Clients will not have any direct contact with this entity and the Company will take all reasonable steps to ensure the security of all the data regarding the identity of its Clients. The Client hereby acknowledges and accepts the fact that the Company outsources such activities.

28   RIGHT OF SET-OFF

28.7   The Company shall have the right, at its discretion and without the Client's authorisation, of a "set-off" against the Client's claims, for all claims arising out of its relationship with the Client. This right of set-off shall exist regardless of the expiry date of any claims, the currency in which they are denominated and their nature.

29   GENERAL PROVISIONS

29.7 The provision of services to the Client is subject to all applicable laws, regulations, and other provisions or market practices to which the Company is subject to. If any provision of this Agreement shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, this shall not affect the other provisions of this Agreement, which shall remain in full force and effect.

29.8 No party shall, without the prior consent of the other party, assign, transfer, charge or deal in any other manner with this Agreement or any of the rights under it.

30 AMENDMENTS

30.7 This Agreement may be amended at any time by the Company as may be applicable due to regulatory amendments, as well as internal policies. Clients are expected to monitor and ensure they are up to date with the latest amendments made; to this end the Company will ensure to have visible in its Business Terms the date of the most recent amendments made. See also terms applicable in section "Acknowledgements" of this present agreement.

31 TERMINATION

31.7 This Agreement will be valid until its termination as provided below.

31.8 The Company reserves the right to terminate the Agreement with the Client at any time with immediate effect and without giving any reasons for this action. The Company shall have the right to freely set the consequences of such termination for the Client's positions without incurring any liability. The Company will no longer carry out any orders for the Client upon termination of this Agreement.

31.9 It is at the discretion of the Company to automatically terminate Trading Accounts with NIL balances that remain Dormant for a period of more than six months without any further notification to be given to the Clients.

31.10 On termination, the Company will pay the Client any pending obligations owed to him by the Company.

31.11 The Client has the right to terminate the Agreement by giving a written notice of at least seven (7) Business Days, specifying the date of termination.

31.12 The Client is obliged to pay any pending obligations towards the Company, including but not limited to any pending fee or amount payable to the Company, any charge or expenses incurred or to be incurred as a result of the termination of this Agreement, as well as any other expenses that might arise during the settlement of the pending obligations.

31.13 The Company has the right to subtract all above pending obligations from the Client Account. The termination of this Agreement does not influence in any way the rights, contractual provisions, commitments, obligations and liabilities of either party.

32 FORCE MAJEURE EVENT

32.7 Except as expressly provided in this Agreement, we will not be liable or have any responsibility for any type of loss or damage arising out of any failure, interruption, or delay in performing our obligations under this Agreement where such failure, interruption or delay is due to:

32.7.1 Government actions, the outbreak of war or hostilities, the threat of war, acts of terrorism, national emergency, riot, civil disturbance, sabotage, requisition, or any other international calamity or political

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crisis;

32.7.2 Act of God, earthquake, hurricane, typhoon, flood, fire, epidemic or other natural disaster;

32.7.3 Labor disputes not including disputes involving our workforce;

32.7.4 Suspension of trading on a market, or the fixing of minimum or maximum prices for trading on a market, a regulatory ban on the activities of any party (unless we have caused that ban), decisions of state authorities, governing bodies of self-regulating organizations, decisions of governing bodies of organized trading platforms;

32.7.5 A financial services moratorium having been declared by appropriate regulatory authorities or any other acts or regulations of any regulatory, governmental, or supranational body or authority;

32.7.6 Breakdown, failure or malfunction of any electronic equipment, network and communication lines (not due to the bad faith or willful default of ourselves), hacker attacks and other illegal actions against our server and Online Trading System; and

32.7.7 Any event, act or circumstances not reasonably within our control and the effect of that event(s) is such that we are not in a position to take any reasonable action to cure the default.

32.8 In the event of force majeure, the affected Party must notify the other Party of the circumstances and of the events beyond its reasonable control within 3 business days.

32.9 In the event that the Company determines in its reasonable opinion that a forceable delay beyond their control (Natural and or otherwise but not limited to and by a Force Majeure Event exists (without prejudice to any other rights under the Agreement), the Company may at any time and without prior notice take the following steps:

  i. All Open Positions will be closed at such prices as the Company considers in good faith to be appropriate;
  ii. Client orders will not be accepted;
  iii. Increase Margin requirements without notice;
  iv. Increase spreads and/or trading commissions.
  v. Decrease leverage
  vi. Modify or suspend any or all terms of the Agreement as necessary
  vii. Reject any deposit requests
  viii. Suspend, freeze or close your positions.

31.10 Except as specifically stated in this Agreement, the Company will not be liable for any loss or damage resulting from any failure, interruption, or delay in fulfilling its obligations under this Agreement if such failure, interruption, or delay is caused by an event beyond of the company's control.

33 GOVERNING LAW AND JURISDICTION

33.7 The relationship between the parties shall be governed solely by and construed solely in accordance with the laws of the Republic of Vanuatu and in particular to CHAPTER 70 of the PREVENTION OF FRAUD (INVESTMENTS) QR 9 of 1971 /QR 3 of 1978 /Act 10 of 1988.

33.8 Nevertheless, the Company reserves the right to initiate proceedings before any competent court or jurisdiction, particularly the courts in the country of which the Client is a citizen or in which he resides.

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34 DECLARATION

34.7   The Client declares that he has read, understood and accepted this Agreement in its entirety.

34.8   The Client declares that he has read, understood and accepted the section entitled Risk Disclosure and he has understood the warnings contained in this document.

34.9   By accepting this Agreement, the Client declares that he has read, understood and accepted all the information provided in, or linked/directed to/by, this present Agreement as updated from time to time on the Company's website.

34.10   The Client declares that he consents and agrees to direct advertising through cold calling by any means, including but not limited to, by phone, email and facsimile.

34.11   The Client declares that he is over 18 years old and/or has full capacity (in case of legal entities) to enter and be bound by this Agreement and that he is not prohibited by the legislation/regulations of his country of residence to enter into this Agreement.

34.12   The Client declares that all information provided in the "Account application form" is true, accurate, complete and not misleading and that he undertakes to inform the Company of any changes that might occur to the data/information provided in the "Account application form".

35 COMPANY'S CONTACT DETAILS

35.7   Clients shall communicate with the Company with the communication methods described within this Agreement and/or at the following address:

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Client Agreement
July 2025